

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 659-16-1-6047-0023		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA246-16-Q-0076	
6. SOLICITATION ISSUE DATE 10-22-2015		7. FOR SOLICITATION INFORMATION CALL: a. NAME EUGENE B. COLEMAN, SR.		b. TELEPHONE NO. (No Collect Calls) 757-315-3936		8. OFFER DUE DATE/LOCAL TIME 10-26-2015 16:00	
9. ISSUED BY  Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$7.5 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO  Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667			
16. ADMINISTERED BY  Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				17a. CONTRACTOR/OFFEROR CODE    FACILITY CODE			
18a. PAYMENT WILL BE MADE BY  Department of Veterans Affairs Financial Services Center PO BOX 149971 Austin TX 78714-9971				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY				22. UNIT			
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA  659-3660162-6047-853300-2580 010050190				26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$0.00			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) EVELYN LIGON-MOTON CONTRACTING OFFICER		31c. DATE SIGNED	

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**SECTION B - CONTINUATION OF SF 1449 BLOCKS****B.1 CONTRACT ADMINISTRATION DATA**

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00246

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ MONTHLY IN ARREARS

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

Financial Services Center

PO BOX 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE
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## **B.2 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes FAR 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## **B.3 SCHEDULE OF SERVICES**

Contractor shall provide all labor, materials, supervision and maintenance to service the interior landscape plants located in Building 42 at the VA Medical Center, 1601 Brenner Avenue, Salisbury, NC for the base year period October 15, 2015 through September 30, 2016 (with 4 option years to extend if the Government elects to exercise the options). There are approximately 826 plants located in the Atrium area of Building 42. There are 21 varieties of plants that require their own individual care.

**BASE YEAR: NOVEMBER 01, 2015 THROUGH SEPTEMBER 30, 2016**

<u>CLIN</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Total Price</u>
0001	Maintenance/Interior Landscaping of Plant located in Atrium Bldg. 42.	12	MO	\$ _____	\$ _____

ESTIMATED BASE YEAR TOTAL \$\_\_\_\_\_

**OPTION YEAR 1: OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017**

CLIN	Description	Qty	Unit	Unit Price	Estimated Total Price
1001	Maintenance/Interior Landscaping of Plant located in Atrium Bldg. 42.	12	MO	\$_____	\$_____

ESTIMATED OPTION YEAR 1 TOTAL \$\_\_\_\_\_

**OPTION YEAR 2: OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018**

<b>CLIN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
<b>2001</b>	<b>Maintenance/Interior Landscaping of Plant located in Atrium Bldg. 42.</b>	<b>12</b>	<b>MO</b>	<b>\$_____</b>	<b>\$_____</b>

ESTIMATED OPTION YEAR 2 TOTAL \$\_\_\_\_\_

**OPTION YEAR 3: OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

<b>CLIN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
<b>3001</b>	<b>Maintenance/Interior Landscaping of Plant located in Atrium Bldg. 42.</b>	<b>12</b>	<b>MO</b>	<b>\$_____</b>	<b>\$_____</b>

ESTIMATED OPTION YEAR 3 TOTAL \$\_\_\_\_\_

**OPTION YEAR 4: OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

<b>CLIN</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
<b>4001</b>	<b>Maintenance/Interior Landscaping of Plant located in Atrium Bldg. 42.</b>	<b>12</b>	<b>MO</b>	<b>\$_____</b>	<b>\$_____</b>

ESTIMATED OPTION YEAR 4 TOTAL \$\_\_\_\_\_

GRAND TOTAL (BASE PLUS 4 OPTIONS) \$\_\_\_\_\_

**B.4 DESCRIPTION SPECIFICATIONS/STATEMENT OF WORK:**

## MAINTAIN PLANTS AND LANDSCAPING

1. Contractor shall provide all labor, materials, supervision and maintenance to service the interior landscape plants located in Building 42 at the VA Medical Center, 1601 Brenner Avenue, Salisbury, NC for the base year period November 01, 2015 through September 30, 2016 (with 4 option years to extend if the Government elects to exercise the options).
2. There are approximately 826 plants located in the Atrium area of Building 42. There are 21 varieties of plants that require their own individual care.
3. The contractor that maintains these plants shall use approved cultural practices associated with their care. The plants will be maintained to insure that their appearance and health remain excellent. Any sick or unsightly plants will be removed from the hospital and replaced within 15 days with a healthy plant of the same variety, size and shape as the one being replaced.
4. The plants will be visually inspected (week) by a qualified horticulturist to find any disease or insect problems that might arise. The plants will be checked weekly between the hours of 8:00 am and 4:30 pm. The VA Medical Center, Facilities Management Service will be notified when the contractor enters the station.
5. Dead or dying leaves will be removed weekly. Any mulch or debris that washes out into the walk areas or in the pool will be removed immediately.
6. Tools or hoses used in the performance of this service shall be furnished by the contractor and shall be attended at all times. When they are not in use they will be properly stored.
7. When it becomes necessary to treat the plants with pesticides, the treatment time will be coordinated through the VA Medical Center Facilities Management Service. During the treatment period no other personnel will be allowed in the Atrium area except the person performing the treatment. The treatment area will be secured and marked with appropriate signage.
8. Materials needed to perform this service by the contractor, including but not limited to mulches, fertilizers, lime, plants, pesticides, etc., shall be supplied by the contractor at their expense and incorporated into the cost.
9. When it becomes necessary to repot the plants, the contractor shall provide pots (the next largest size). The potting soil used will be the same as the soil removed from the original containers. At this time, necessary root pruning will be performed.
10. Mulch bed quality will be maintained by adding the same type mulch as the existing mulch. This will be done on an as needed basis as directed by the VA Medical Center Facilities Management Service Grounds Supervisor and the COR.
11. Water and "DRIP TYPE" irrigation system will be supplied and maintained by the VA.
12. Although an irrigation system is supplied it will be necessary to wash and water the plants by hand on a weekly basis.
13. Any negligent acts which damage VA property shall be the liability of the contractor. The contractor shall immediately repair any and all damages to VA property.

14. It will be necessary to periodically prune the plants. Periodic pruning will be performed to insure plant health and appearance.
  - A. VA Grounds Supervisor shall decide when pruning or thinning is necessary and will, with the cooperation of the contractor, decide on the extent and techniques that shall be used.
15. The plants shall receive General Fertilization on a monthly basis from March through September. A complete analysis liquid fertilizer shall be used at this time. The PETERS 20-20-20 or equal fertilizer are examples of the type of fertilizer that will be required.
16. Prior to any fertilization, the PH will be checked for each plant. The PH will be adjusted to 6.0-7.0 before the plants are fertilized. A record of the PH test results and fertilize schedule will be maintained by the contractor and will be available to the VA Facilities Management Service at all times.
17. Soluble salts test will be performed every two months and will be maintained within the 150-300 PPM range.
18. The leaves of the plants will be individually wiped on an as needed basis to clean away any dust or film that will accumulate on them. Scheduling of this work will be determined by the VA Grounds Supervisor.
19. All trash deposited in the plant beds or plant bed areas shall be removed by the Contractor.
20. All trash and debris that is generated from this service shall be removed from the VA premises by the Contractor.
21. The contractor shall notify the Facilities Management Service (138) upon arrival and a copy of the service ticket shall be presented to Facilities Management Service before payment can be authorized.

FACILITIES MANAGEMENT SERVICE (138)  
BLDG. 21B – Attn: Alvin Harvell  
VA MEDICAL CENTER  
1601 Brenner Avenue  
Salisbury, NC 28144

## **B.5 SPECIAL CONTRACT REQUIREMENTS**

### **A. KEY PERSONNEL**

Key personnel will be identified and shall be considered key personnel essential for the successful completion of the work performed under the contract. The contractor agrees that such personnel shall not be removed, diverted or replaced from the work without prior written approval of the Contracting Officer. The contractor shall submit written notice of proposed personnel changes to the Contracting Officer for approval at least thirty (30) business days in advance.



**B. QUALITY ASSURANCE SURVEILLANCE PLAN**

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

**C. WORK HOURS:**

All work is to be performed during normal working hours of 8:00AM to 5:00PM, Monday through Friday, excluding Federal holidays for routine preventative maintenance.

The following terms have the following meanings:

(1) Federal Holidays: The 10 holidays observed by the Federal Government are:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas

Any other day specifically declared by the President of the United States to be a federal holiday.

When one of the holidays falls on Sunday, the following Monday shall be observed as a Federal Holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

**D. SECURITY REQUIREMENTS:**

A full background check is not required for this position, however all contract employees must bring photo identification and advance notice from the requiring service to obtain a VA Badge in order to work on a VA Facility. **Upon award, the CO shall provide the contractor with detailed instructions on fulfilling security requirements.**

**F. BILLING AND PAYMENT**

Invoices shall be submitted monthly, in arrears, and shall include at a minimum:

- Date of invoice
- Contract Number
- Purchase Order Number
- Vendor Name

- Invoice Number
- CLIN
- Date of service

#### **G. CONTRACT ADMINISTRATION**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor.

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract.

The COR shall be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority.

**IN THE EVENT THE CONTRACTOR EFFECTS ANY SUCH CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER WITHOUT AUTHORITY, NO ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE TO COVER AN INCREASE IN COSTS INCURRED AS A RESULT THEREOF**

#### Points of Contact

##### **Contracting Specialist (CS)**

Eugene B. Coleman, Sr.  
Department of Veterans Affairs  
National Contracting Office Building 27  
100 Emancipation Drive  
Hampton, VA 23667  
Fax: 757-728-3132  
[Eugene.Coleman2@va.gov](mailto:Eugene.Coleman2@va.gov)

##### **Contracting Officer (CO)**

Evelyn Ligon-Moton  
Department of Veterans Affairs  
National Contracting Office Building 27  
100 Emancipation Drive  
Hampton, VA 23667  
Fax: 757-728-3132  
[Evelyn.Ligon-Moton@va.gov](mailto:Evelyn.Ligon-Moton@va.gov)

##### **Contracting Officer's Representative (COR)**

TBD

## SECTION C - CONTRACT CLAUSES

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

#### **C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

#### **C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

#### **C.3 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

#### **C.4 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)**

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

## **C.5 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## **C.6 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)**

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of NORTH CAROLINA. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

## **C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

## **C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).



☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☒ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

[X] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[X] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **D.1 WAGE DETERMINATION**

The DOL Wage Determination for the specific locality applies to this solicitation and any contract awarded is available at [www.wdol.gov](http://www.wdol.gov). Please note the listing below is not all inclusive wage determination of each area of performance. It is the contractor's responsible to obtain and evaluate each wage determination locality.

**Wage Determination No.: 2005-2391**

**Revision No.: 17**

**Date of Revision: 07/08/2015**

<http://www.wdol.gov/wdol/scafiles/std/05-2391.txt>

**D.2 ATTACHMENT #1 AVAILABLE PLANTS IN ATRIUM BLDG. 42**

	Description
<b>0001</b>	<b>1/RAISED BED</b> DRAC JANET CRAIG 14"
<b>0002</b>	<b>1/RAISED BED</b> SCHEF ARBORICOLA 14" VARI
<b>0003</b>	<b>1/BED 1 BEHINED RAISED BED</b> DRAC JANET CRAIG 14"
<b>0004</b>	<b>1/BED 1 BEHINED RAISED BED</b> SCHEF ARBORICOLA 10" VARI
<b>0005</b>	<b>1/BED 1 BEHINED RAISED BED</b> POLYSCIAS BALFOURIANA 14"
<b>0006</b>	<b>1/BED 1 BEHINED RAISED BED</b> SANSEVIERIA BLACK GOLD 6"
<b>0007</b>	<b>1/BED 1 BEHINED RAISED BED</b> FICUS LYRATA 14"
<b>0008</b>	<b>1/BED 1 BEHINED RAISED BED</b> FICUS LYRATA 10"
<b>0009</b>	<b>1/BED 2 ON TOP ROCK WALL</b> FICUS LYRATA 14"
<b>0010</b>	<b>1/BED 2 ON TOP ROCK WALL</b> SCHEF ARBORICOLA 10" VARI
<b>0011</b>	<b>1/BED 2 ON TOP ROCK WALL</b> SANSEVIERIA BLACK GOLD 6"
<b>0012</b>	<b>1/BED 3 ALONG BLACKWALL</b> DRAC JANET CRAIG 14"
<b>0013</b>	<b>1/BED 3 ALONG BLACKWALL</b> POLYSCIAS BALFOURIANA 14"
<b>0014</b>	<b>1/BED 3 ALONG BLACKWALL</b> SCHEF ARBORICOLA 10" VARI
<b>0015</b>	<b>1/BED 3 ALONG BLACKWALL</b> SANSEVIERIA BLACK GOLD 6"
<b>0016</b>	<b>1/BED 3 ALONG BLACKWALL</b> POLYSCIAS FRUTICOSA 'MING' 10"
<b>0017</b>	<b>1/BED 3 ALONG BLACKWALL</b> AGLO GREEN LADY 10"
<b>0018</b>	<b>1/BED 3 ALONG BLACKWALL</b> RHAPIS EXCELSA 10"
<b>0019</b>	<b>1/BED 4 1E-125 AND EXIT</b> RHAPIS EXCELSA 10"
<b>0020</b>	<b>1/BED 4 1E-125 AND EXIT</b> AGLO GREEN LADY 10"
<b>0021</b>	<b>1/BED 4 1E-125 AND EXIT</b> POLYSCIAS FRUTICOSA 'MING' 10"
<b>0022</b>	<b>1/BED 4</b> MISCELLANEOUS PLANT 10" AGLO JUBILEE
<b>0023</b>	<b>1/BED 4</b> SCHEF ARBORICOLA 10"
<b>0024</b>	<b>1/BED 1 AROUND WATERFALL</b> FICUS BENJAMINA 14"
<b>0025</b>	<b>1/BED 1 ALONG WATERFALL</b> PHILODENDRON RED CONGO 10"

<b>0026</b>	<b>1/BED 1 ALONG WATERFALL</b> SANSEVIERIA BLACK GOLD 6"
<b>0027</b>	<b>1/BED 2 AROUND WATERFALL</b> SCHEF ARBORICOLA 10"
<b>0028</b>	<b>1/BED 2 AROUND WATERFALL</b> MISCELLANEOUS PLANT 10" AGLO JUBILEE
<b>0029</b>	<b>1/BED 2 AROUND WATERFALL</b> MISCELLANEOUS PLANT 6" VIRIPEE GRASS
<b>0030</b>	<b>1/BED 3 AROUND WATERFALL BR</b> MISCELLANEOUS PLANT 10" AGLO JUBILEE
<b>0031</b>	<b>1/BED 3 WATERFALL BRIDGE</b> MISCELLANEOUS PLANT 6" VIRIPEE GRASS
<b>0032</b>	<b>1/BED 4 WATERFALL BRIDGE</b> FICUS BENJIMINA STD 10"
<b>0033</b>	<b>1/BED 4 WATERFALL BRIDGE</b> PHILODENDRON RED CONGO 10"
<b>0034</b>	<b>1/BED 4 WATERFALL BRIDGE</b> SANSEVIERIA BLACK GOLD 6"
<b>0035</b>	<b>BED 5 FRONT POTTERS WHEEL</b> SCHEF ARBORICOLA 10"
<b>0036</b>	<b>1/BED5 FRONT OF POTTERS WHE</b> MISCELLANEOUS PLANT 10" AGLO JUBILEE
<b>0037</b>	<b>1/BED 5 POTTERS WHEEL</b> MISCELLANEOUS PLANT 6" VIRIPEE GRASS
<b>0038</b>	<b>1/BED 6 CREATIVE CORNER</b> FICUS BENJAMINA 14"
<b>0039</b>	<b>1/BED 6 CREATIVE CORNER</b> PHILODENDRON RED CONGO 10"
<b>0040</b>	<b>1/BED 6 CREATIVE CORNER</b> SANSEVIERIA BLACK GOLD 6"
<b>0041</b>	<b>1/BED 6 CREATIVE CORNER</b> MISCELLANEOUS PLANT 10" AGLO JUBILEE
<b>0042</b>	<b>1/BED 6 CREATIVE CORNER</b> SCHEF ARBORICOLA 10"
<b>0043</b>	<b>1/BED 6 CREATIVE CORNER</b> MISCELLANEOUS PLANT 6" VIRIPEE GRASS
<b>0044</b>	<b>1/BED 1 BY BARBER SHOP</b> PLEOMELE REFLEXA 14"
<b>0045</b>	<b>1/BED 1 BY BARBER SHOP</b> DRAC GOLD STAR 14"

	Description
<b>0046</b>	<b>1/BED 1 BARBER SHOP</b> ZAMIA ZAMIIIFOLIA 10"
<b>0047</b>	<b>1/BED 1 BARBER SHOP</b> EPIPREMNUM AUREUM 'NEON' 8"
<b>0048</b>	<b>1/BED 2 THEATER</b> PLEOMELE REFLEXA 14"
<b>0049</b>	<b>1/BED 2 THEATER</b> DRAC GOLD STAR 14"
<b>0050</b>	<b>1/BED 2 THEATER</b> ZAMIA ZAMIIIFOLIA 10"
<b>0051</b>	<b>1/BED 2 THEATER</b> EPIPREMNUM AUREUM 'NEON' 8"
<b>0052</b>	<b>1/BED 3 WELLNESS CTR</b> PLEOMELE REFLEXA 14"
<b>0053</b>	<b>1/BED 3 WELLNESS CTR</b> DRAC GOLD STAR 14"
<b>0054</b>	<b>1/BED 3 WELLNESS CTR</b> ZAMIA ZAMIIIFOLIA 10"
<b>0055</b>	<b>1/BED 3 WELLNESS CTR</b> EPIPREMNUM AUREUM 'NEON' 8"

## SECTION E - SOLICITATION PROVISIONS

### ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

### INSTRUCTIONS TO OFFERORS

#### A. PROPOSAL SUBMISSION

All proposals shall be submitted in electronic format on disc (PDF or MS Word) and shall be assembled as follows:

**Section I** – Offer Form (Standard Form 1449) –

Block 17a: Offeror Address and DUNS Number.

Block 30 a/b/c: Signature of offeror (original signature and date)

Contract Administration Data: Acknowledgement of Solicitation Amendments

**Section II** - Pricing shall be submitted as requested in the Schedule of Supplies/Services comprised within the solicitation document. No price/cost information should be included in the technical proposal document. Offerors are not required to submit detailed cost and pricing information with their initial offer beyond the overall price.

**Section III** - Technical Proposal: Submit technical proposal in a format which clearly addresses the evaluation factors. Each response shall address each factor/sub factor in the sequence listed below and clearly identify which factor is being addressed. The offeror must identify any subcontractors proposed under this solicitation. All technical elements applicable to the utilization of subcontractors must be addressed in the technical proposal and detail provided.

The Technical Volume shall not exceed twenty-five (25) pages in length (minimum 12-point font). Page limitation includes any drawings, charts, etc., and excludes section dividers, table of contents, list of figures/tables, glossary of terms and cross-referencing indices and resumes (all of which are not considered content pages).

**Section IV:** Past Performance: Identify all federal, state, and local government contracts as well as any private/commercial contracts of similar scope, size, complexity that are ongoing or have been completed within the last three (3) years. List the following information for each contract:

- Company Name and Address
- Description of Services Performed



- Name, telephone number and e-mail address of responsible individuals who have first-hand knowledge of performance relative to the same type of services
- Dates of Contract Performance
- Contract Type (e.g. fixed-price, cost reimbursable) and total contract value

***Failure to submit a complete proposal shall result in the proposal being deemed technically unacceptable.***

### **C. AWARD BASIS**

The Government will award a firm fixed priced contract on the basis of the lowest evaluated price of the proposals meeting or exceeding the acceptability standards for nonprice factors.

Selection will be made on the basis of the lowest Price Technically Acceptable (LPTA) quote.

Nonprice factors will be rated on an “Acceptable/Unacceptable” basis. Failure to meet any of the requirements will result in a “Unacceptable” rating and eliminate the offeror from further consideration for contract award.

**The following factors shall be used to evaluate offers:**

#### ***Factor I – Technical/Management Approach***

1. Offeror shall possess a valid North Carolina Pesticide Applicators License pertinent to this contract. Must have North Carolina insurance license and evidence of liability insurance.

#### ***Factor II – Past Performance***

Past Performance factors will be rated on a “Acceptable/Unacceptable/Neutral” basis.

Past performance information will be utilized to determine the quality of the contractor’s past performance as it relates to the probability of success of the required effort. The Government will evaluate customer satisfaction, responsiveness to customer needs, and past demonstration of meeting delivery schedules and the delivery of quality services. Emphasis will be on recent, relevant past performance in the previous 3 years. Recent is defined as work performed within the last three years. Relevant is defined as work similar in size and scope of the work described in the Performance Work Statement (PWS).

Past performance information is one indicator of an offeror’s ability to perform the contract successfully. Current and relevant information, source of information, context of data, and general trends in Contractor’s performance shall be considered as it pertains to the performance of work described in this solicitation. Offerors may provide information on problems encountered on identified contracts and the offeror’s corrective action. The Government shall consider this information as well as information obtained from any other sources when evaluating the offeror’s past performance.

**Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided.**

Offerors are reminded that the Government may elect to consider data obtained from other sources.

Offerors with no relevant past performance or whom information is not available, shall not be evaluated favorably or unfavorably on past performance, but may be considered less favorably than an offeror with favorable performance history.

### **Factor III - Socioeconomic Status and Usage**

VA recognizes the contributions of our Nation's veterans, and we strive to make contract awards to small businesses owned by veteran and service-disabled veterans. In an effort to achieve socioeconomic small business goals, VA will evaluate offerors based on their service-disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) status, and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors. Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for this Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive evaluation credit, an offer must be verified in VetBiz.gov Vendor Information Pages (<http://www.VetBiz.gov>).

Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors in proportions which meet or exceed the VA subcontracting goals for these firms (regardless of business size) will receive the lowest amount of credit under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be verified in the VetBiz.gov Vendor Information Pages (VIP) (<http://www.vetbiz.gov>).

SDVOSB offerors will be weighed higher than Veteran Owned Small Business (VOSB), if proposals are considered technically equal considering all factors and quoted prices are significantly balanced.

Non-veteran offerors which use no service-disabled veteran-owned or veteran-owned small businesses as subcontractors shall receive no credit under this evaluation factor.

## **TECHNICAL QUESTIONS**

Offerors should submit all technical questions regarding this solicitation to the Contracting Officer in writing on or before **October 23, 2015**. No question will be accepted after **October 23, 2015**. Questions may be sent via e-mail to [Eugene.Coleman2@va.gov](mailto:Eugene.Coleman2@va.gov) or facsimile to (757) 728-3132. Please address your subject line as follows: **Interior Landscaping and Plant Services**. **Telephonic (verbal) questions Will Not be addressed.** All responses to questions, which may affect offers, will be incorporated into a written amendment to the Request for Proposal.

## **DUE DATES**

All proposals shall be submitted by **October 26, 2015, 4:00PM** to the following address: Department of Veterans Affairs, VISN 6 CAS Attn: Eugene B. Coleman, Sr. 100 Emancipation Drive, Hampton, VA 23667. **Facsimile and electronic submission is not authorized under this announcement**

## **E.1 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)**

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

## **E.2 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)**

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Provision)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (End of Addendum to 52.212-1)	DEC 2012